



INSTAMLS

HILLMAN MA LISTING AGREEMENT PACKAGE

- ➔ Please read, fill out fields and sign pages #2 - #4 - #6
- ➔ If you want to scan or fax this to us you may do so.
- ➔ Email: Andrew@hillmanre.com | Fax: 617-326-0570

To:	Andrew Hillman, Broker	Page #	✓	Package Contents
Seller's Name:				
Phone Number:		2	<input type="checkbox"/>	Signed Agency Disclosure
Today's Date:		4 & 5	<input type="checkbox"/>	Signed Listing Agreement
Re:	Listing Agreement Package	6	<input type="checkbox"/>	Agreement Cont.
Payment	   	7	Y N	Completed Credit Card Form

DIRECTIONS: PLEASE READ CAREFULLY TO ENSURE PROMPT ACTIVATION

THIS IS A MICROSOFT WORD DOCUMENT WITH FORM FIELDS. SAVE TO COMPUTER AND EMAIL BACK

Step #1: Fill out the property information form by going here <https://instamls.com/online-property-forms>

Step #2: Send photos to photos@instamls.com Name photos: Last-Name1.jpg, 2.jpg Number (1) represents the order photos will be shown on MLS. If sent without numbers we will select order for you. MLS requires at least one exterior property photo within 5 days of listing submission.

Photos: Start with exterior > kitchen > living areas > bedrooms > other rooms > then other exterior and yard shots.

Changes: If you need to make changes to your listing schedule an open house after the initial activation you must use our Change Request Form www.instamls.com/client_center page.

WILL YOU BE HOLDING AN OPEN HOUSE THIS WEEKEND? NO

DATE: _____ **START TIME:** _____ **END TIME:** _____

PLEASE LEAVE COMMENTS HERE:

MASSACHUSETTS MANDATORY LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE

This disclosure is provided to you, the consumer, by the real estate agent listed on this form. Make sure you read both pages of this form. The 2nd page contains a more detailed description of the different types of relationships available to you. **This section is not a contract.**

THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. The licensee can represent you as the seller (Seller’s Agent) or represent you as the buyer (Buyer’s Agent) and also can assist you as a facilitator.

CONSUMER INFORMATION AND RESPONSIBILITY:

Whether you are the buyer or seller you can choose to have the advice, assistance and representation of your own agent who works for you. Do not assume that a real estate agent works solely for you unless you have an agreement for that relationship. With your consent, licensees from the same firm may represent a buyer and seller in the same transaction. These agents are referred to as dual agents.

Also a buyer and seller may be represented by agents in the same real estate firm as designated agents. The “designated seller or buyer agent” is your sole representative. However where both the seller and buyer provide written consent to have a designated agent represent them then the agent making such designation becomes a “dual agent” for the buyer and seller. All real estate agents must, by law, present properties honestly and accurately. They must also disclose known material defects in the real estate.

The duties of a real estate agent do not relieve the consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real Estate agents do not have a duty to perform home, lead paint or insect inspections nor do they perform septic system, wetlands or environmental evaluations.

RELATIONSHIP OF REAL ESTATE LICENSEE WITH THE CONSUMER

(check one) ___ Seller’s agent ___ Buyer’s agent Facilitator

IF A **SELLER’S** OR **BUYER’S AGENT** IS CHECKED ABOVE COMPLETE THE SECTION BELOW:

Relationship with others affiliated with **Not Applicable** (Print name of real estate firm or business and license number)

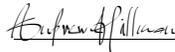
(Check one)

NA The real estate agent listed below, the real estate firm or business listed above and all other affiliated agents have the same relationship with the consumer named herein (seller or buyer agency, not designated agency).

NA Only the real estate agent listed below represents the consumer named in this form (designated seller or buyer agency). In this situation any firm or business listed above and other agents affiliated with the firm or business do not represent you and may represent another party in your real estate transaction.

By signing below I, the real estate licensee, acknowledge that this disclosure has been provided timely to the consumer named herein.

Andrew Hillman



9058360 / Broker

(Printed Name of real estate agent)

(Signature of real estate agent)

(License # /Type)

By signing below I, the consumer, acknowledge that I have received and read the information in this disclosure.

(Print Name of consumer)

X_____
(Signature of consumer)

(Today’s Date)

(Print Name of consumer)

X_____
(Signature of consumer)

(Today’s Date)

check here if the consumer declines to sign this notice.

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate agent to sell his property (called the listing agent) and the real estate agent is then the agent for the seller who becomes the agent's client. This means that the real estate agent represents the seller. The agent owes the seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the seller's interests first and negotiate for the best price and terms for their client, the seller. (The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions).

BUYER'S AGENT

A buyer can engage the services of a real estate agent to purchase property and the real estate agent is then the agent for the buyer who becomes the agent's client. This means that the real estate agent represents the buyer. The agent owes the buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the buyer's interests first and negotiate for the best price and terms for their client, the buyer. (The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions).

(NON-AGENT) FACILITATOR

When a real estate agent works as a facilitator that agent assists the seller and buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated owe the seller and buyer a duty to present each property honestly and accurately by disclosing known material defects about the property and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. The role of facilitator applies only to the seller and buyer in the particular property transaction involving the seller and buyer. Should the seller and buyer expressly agree a facilitator relationship can be changed to become an exclusive agency relationship with either the seller or the buyer.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate agent can be designated by another real estate agent (the appointing or designating agent) to represent either the buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate agent once so designated is then the agent for either the buyer or seller who becomes their client. The designated agent owes the buyer or seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put their client's interests first and negotiate for the best price and terms for their client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer then the appointing agent becomes a dual agent. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, and obedience to lawful instructions, which is required of an exclusive seller or buyer agent. The dual agent does not represent either the buyer or the seller solely only your designated agent represents your interests. The written consent for designated agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample designated agency consent is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate agent may act as a dual agent representing both the seller and buyer in a transaction but only with the express and informed consent of both the seller and buyer. Written consent to dual agency must be obtained by the real estate agent prior to the execution of an offer to purchase a specific property. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, and obedience to lawful instructions, which is required of an exclusive seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. The written consent for dual agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample dual agency consent is available at the Board's website at www.mass.gov/dpl/re.

Activation Date: _____ *If submitting this agreement during evening hours, insert tomorrows date.*

List Price \$ _____

_____, _____ _____

For the purposes of this listing agreement and service Hillman Real Estate Inc. will be referred to as the Broker.

In consideration of the mutual agreement herein using a Facilitation *Right to Sell listing* agreement, the undersigned Seller hereby agrees to enter into a listing agreement with Hillman Real Estate to market and sell the aforementioned property. The Seller also acknowledges that the **Massachusetts Mandatory Consumer License Disclosure Form (MMCLDF)** have been acknowledged. We recommend all sellers have legal representation when selling real estate. If you do not understand any portion of this agreement feel free to ask us or consult your attorney.

The Broker hereby agrees to enter the listing into MLS once the following items are received: **(1) Massachusetts Mandatory Consumer License Disclosure Form (MMCLDF). (2) Listing Agreement Package. (3) Property Data Input Form. (4) Payment.**

The Broker will be acting as a selling side 'Facilitator.' The undersigned seller grants The Broker authority to list the property on the Multiple Listing Service and in doing so the Seller agrees to offer compensation to a Buyer's Agent. The Broker will be compensated an upfront fee of **\$325.00** prior to listing the property on the MLS. Additionally, in order to list a property on MLS, compensation to a Buyer's Agent is required. If the Buyer's Agent is in fact the procuring cause of the deal, you hereby agree to pay a commission of: **Select** of the total purchase price (minus buyer upgrades or seller concessions) to the said Buyer's Agent. The compensation will be stated on the agent-listing sheet. If no agent is involved in the sale of said property, it is specifically understood that no commission is due.

The initial period of this agreement shall be for a term of 12 months from date of activation. The Seller may renew this listing agreement at no additional cost as long as the Seller contacts us to renew the listing before the 365th day of the initial term. A reminder email will not be sent out.

The Seller may terminate this agreement at any time without penalty by notifying the Broker in writing via our Client Center form, however **the \$325.00 is non-refundable**. Once a termination request is made by seller and received by Broker, the listing will be cancelled within 24 hours.

The Broker will offer Money Back Guarantee if the seller would like to cancel the listing with Hillman Real Estate Inc. and then re-list with another brokerage. In order to get this refund the owner must notify us and then we will refer you to a Brokerage of your choice. You must let us know prior to any contact or listing with the new brokerage. Once you have been in discussions with another listing brokerage we will be unable to refer you and this offering becomes null and void. Upon their acceptance of our referral in writing, successful closing and recording of deed through the referred agency, the seller will receive a refund equal to the money spent for our MLS flat fee listing service. The Broker will send you a corporate refund check or electronic payment if every step is done properly. If you are interested in having us take over your listing on a full service basis, we will refund the amount you paid for your listing, take new photos, create a new listing and figure out the best way to market your property to get you the most money possible.

The Seller further agrees to perform the following actions necessary to convey the property: Respond to all inquiries in a timely fashion. Provide reasonable access for showings. Per the rules and regulations of MLS, our sellers must follow strict protocol throughout the transaction.

- A.** When you *accept* a written offer (the first document a buyer submits for consideration) you must notify us via our Client Center form immediately and provide: (1) Price, (2) Closing Date, (3) Buyer Agent/Brokerage name. This information will not be made public.
- B.** If an agent calls to show your property after you have accepted an offer, you must not tell the agent that an offer has been accepted, if you haven't notified us about the deal. Telling an agent that an offer has been accepted before it has been reported to MLS is treated the same as refusing to show the property. Thus the buyer's agent could report this information to MLS for not flagging the listing as Under Agreement.
- C.** On the closing date, MLS requires all brokers to close out listings so all sellers must notify us via our Client Center form to confirm the (1) final price (2) actual closing date and (3) Buyer Agent and Brokerage Name.

Photographs

You may submit up to 30 photos with your listing. One photo must be an exterior shot. Photos must be submitted within 5 days of activation. Please name the image files to reflect the order in which you would like them displayed and send them to photos@instaml.com.

Listing Revisions

All listing revisions and change requests (i.e. adding open houses, price changes, revisions etc.) must be done on our website. We cannot make changes over the phone. Filling out the Client Center form grants us written permission to make changes to your listing. The Seller is responsible for reviewing the published listing and must notify us of any errors.

Open Houses

Open House scheduling information (date / time) may be added to your MLS listing each week. This request should be sent in on Tuesday's by 6pm to ensure prospective buyers see it before the weekend rolls around. Your listing will have a set of balloons on MLS signifying that you will be holding an Open House. Brokers and prospective buyers who receive daily email listing alerts will see these balloons. Bonus sites may also show open house information.

Bonus Sites

MLS allows automatic data transfers to several 3rd party Real Estate websites and we cooperate with all of them, however, we have no control over these sites and as such cannot guarantee their reliability. Your flat fee to Hillman Real Estate is for the publishing to MLS ONLY. Third party bonus sites are purely a bonus subject to change without prior notice. Please view our site for a limited list of bonus sites.

Fines

Nobody likes fines, but MLS has rules and protocol that we have to follow. If you do not want us to get fined and pass the fine along to you, please follow these simple rules. If you accept an offer, tell us immediately. If you accept an offer and a buyer's agent calls to show your home, do not tell them it's under agreement, unless we have updated your listing on MLS. Keep us updated throughout the transaction so we know the timeline/dates. Once the home closes let us know it closed. Make sure one of your photos is an exterior shot. Do not plant a lawn sign that says FSBO, FOR SALE BY OWNER or BY OWNER. If we get a warning or a fine your listing is subject to removal.

For Sale Signage



Per the rules and regulations of MLS you may NOT plant a sign that says FSBO – FOR SALE BY OWNER or BY OWNER. This is so Buyer's and / or Agents do not get confused when showing up for an appointment. Any fines imposed by MLS will be passed onto the seller. We reserve the right to cancel your listing without warning if it is reported that you, the seller, are not following this signage rule. *We have professional signs w/ lawn stakes for purchase that you may customize with your own contact information. We provide a 3" stencil set and jumbo blue marker. Price: \$40.00. Free priority shipping is included.*

Main Listing Contact

Full Name: _____ Phone Number: _____ Email: _____

Acknowledgement Signatures

I / we acknowledge that I/we have read and understand the above information and agree to the terms by signing below:

Andrew Hillman

Andrew Hillman _____

8/21/2017 _____

Broker Signature

Broker Print Name

Date

X _____

Seller #1 Type Name

Seller #1 Signature

Date

X _____

Seller #2 Type Name

Seller #2 Signature

Date

Payment

We accept Visa, MasterCard, Discover and American Express. You can either pay by filling out the payment form below or online. We remove all payment info on this form once processed. We are very serious about privacy and security. All information is kept confidential. **If paying online please keep this page attached to the agreement.**

Would you like us to send you a customizable for sale sign? - Select - Price: \$40.00

Circle Card Type - Select Card Type -

Expiration Date _____

(MM/YY)

3 Digit CVV2 _____



Card Number _____

Full Name _____

Street Address _____

City _____

State _____

Zip Code _____